



# DAMES & MOORE

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079

February 27, 1990

Via Express Mail  
Return Receipt Requested

Mr. Walter Francis  
United States Environmental  
Protection Agency (USEPA)  
Region V, 5H-12  
230 South Dearborn Street  
Chicago, IL 60604

Mr. Charles Zeal  
Illinois Environmental  
Protection Agency (IEPA)  
2200 Churchill Road  
Springfield, IL 62706

~~Revised~~ Revised Closure Plan for St. Louis Lead Recyclers Facility  
Illinois ID No. 1190400011  
USEPA ID No. ILD000667097  
Dames & Moore Job Number 19076-002-045

Gentlemen:

Enclosed please find a revised Closure Plan for the St. Louis Lead Recyclers facility in Granite City, Illinois. The Closure Plan submitted on October 25, 1989, has been revised to address IEPA's comments contained in the January 23, 1990 disapproval letter from Mr. Lawrence W. Eastep. These written comments were later clarified in a phone conversation between Mr. Eric Minder, IEPA, and Mr. Donald Harvey of our St. Louis office on February 8, 1990.

If you have any questions regarding this letter or the revised Closure Plan, please do not hesitate to contact me.

Very truly yours,

DAMES & MOORE  
A Professional Limited Partnership

Neil J. Jost, P.E.  
Associate

njj/ket  
Enclosure

cc: Brad Bradley (USEPA Region V)  
Roger Grimes, Esq. (USEPA Region V)  
Gary King, Esq. (IEPA)  
James E. Stack  
Stephen McAllister  
Andrew R. Leeper, Esq.  
Andrew Rothchild, Esq.  
George M. von Stamwitz, Esq.

ARMSTRONG, TEASDALE, SCHLAFLY, DAVIS & DICUS  
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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George M. von Stamwitz  
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KANSAS CITY, MISSOURI  
BELLEVILLE, ILLINOIS  
OVERLAND PARK, KANSAS

October 24, 1989

Via Certified Mail

Mr. Walter Francis  
United States Environmental  
Protection Agency  
Region V, 5H-12  
230 S. Dearborn Street  
Chicago, Illinois 60604

Mr. Charles Zeal  
Illinois Environmental Protection  
Agency  
2200 Churchill Road  
Springfield, Illinois 62706

Re: Closure Plan for St. Louis Lead Recyclers Facility

Gentlemen:

Enclosed please find a Closure Plan for the St. Louis Lead Recyclers ("SLLR") facility in Granite City, Illinois, together with a letter of credit securing performance of closure activities.

As I indicated in phone conversations with you and your attorneys, the Closure Plan takes a phased approach to the various hazardous waste management units at the facility. Those units within the leased premises, together with the building itself, will be closed within 180 days of approval by your agencies of the enclosed Plan. The unit outside of the building, the rubber chip and slag/matte piles, is proposed to be closed in a manner consistent with the remedy selected for the neighboring lead waste pile generated by NL Industries.

The postponement of closure of the rubber chip and slag/matte piles in order to comply with CERCLA is justified because 1) the rubber chip and slag/matte piles on Trust 454's property originated from waste generated by NL Industries and were created pursuant to a tolling contract between SLLR and

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Messrs. Francis and Zeal  
October 24, 1989  
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Taracorp; 2) the Trust 454 property is within the area of contamination addressed by NL's RI/FS; 3) SLLR's sampling results indicate that battery and lead wastes from the former smelter are present in subsoils on Trust 454 property; 4) it has been reported to SLLR that NL's draft FS addresses the rubber chip and slag/matte piles on Trust 454's property; 5) as indicated by the analytical data contained in the Closure Plan and NL's RI, the surface soil contamination on Trust 454's property is sufficiently similar to soils throughout NL's area of contamination to justify a consistent and unified remedial approach, if any; 6) a fair allocation of response costs for the rubber chip and slag/matte piles on Trust 454's property between SLLR, Trust 454, NL and Taracorp requires NCP compliance; and 7) closure pursuant to the CERCLA process would prevent duplicity of effort by all concerned.

There is abundant precedent for the postponement of RCRA closure where the unit in question falls within the area of contamination addressed by a CERCLA RI/FS. On June 27, 1989, your agencies executed a joint ROD for the Galesburg Wood-Treating Facility. In the ROD, the agencies took the position that there existed five RCRA units within the "area of contamination" and that the remedy selected by the ROD utilized appropriate aspects of both RCRA "clean closure" and "in place closure", thereby satisfying legally applicable RCRA closure requirements. (See page 26). In addition, closure in a manner consistent with CERCLA as well as the concepts of "hybrid" and "alternate closure," where waste management activities at CERCLA sites do not technically match the situation addressed by RCRA regulations is proposed in the CERCLA Compliance With Other Laws Manual, OSWER Directive 9234.1-01, August 8, 1988, at 2-20, 21.

In our phone conversations on this subject, you both voiced concerns that SLLR's status in the CERCLA action is unclear. SLLR has been told that it is considered a PRP at the CERCLA site by Region V and that it will receive a Special Notice Letter in early 1990. If informal statements regarding the intentions of the CERCLA program are not sufficient to satisfy your concerns, I have discussed with Mr. Grimes and Mr. Bradley whether a general notice letter can be submitted in the short term to provide more formality to the CERCLA process as it relates to the Trust 454 property.

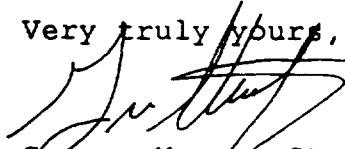
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Messrs. Francis and Zeal  
October 24, 1989  
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The closure of the units within the leased premises in the short term does not constitute an abandonment of the Galena Process for recycling lead waste piles. Over the past several months, Galena has been investigating techniques which would reduce to a greater extent the lead content of the residual rubber chips. Galena has developed and tested an additional step in the process which successfully reduces the lead content in the chips to below EP Tox levels. Galena is currently investigating economical means of treating wastewater from the process as well as methods to reduce any risks associated with the manipulation of the waste pile. Galena hopes to be in a position to share with your agencies the results of its research as comments to NL's Feasibility Study as soon as it is made available to the public.

Thank you for your consideration of the foregoing in support of approval of the Closure Plan. If you have any questions regarding the foregoing or the Closure Plan, please do not hesitate to call.

Very truly yours,



George M. von Stamwitz

GMS/psl

cc: Brad Bradley (USEPA Region V)  
Roger Grimes, Esq. (USEPA Region V)  
Gary King, Esq. (IEPA)  
Mr. James E. Stack  
Mr. Stephen E. McAllister  
Andrew R. Leeper, Esq.  
Andrew Rothschild, Esq.  
Mr. Neil Jost

RCRA ENFORCEMENT BRANCHILLINOIS LEAD RECYCLING FACILITY  
RECEIVES COMPLIANCE ORDERS

On June 15, 1987, Complaints and Compliance Orders were filed in this matter pursuant to Section 3008 (a) (1) of the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. §6928(a)(1), against St. Louis Lead Recyclers (Battery Recyclers of Granite City), Granite City, Illinois; Galena Industries, Limited, Dayton, Ohio; and First Granite City National Bank, Granite City, Illinois, for the facility located in Granite City, Illinois. The respondents own and/or operate a lead recycling facility in Granite City, Illinois. The facility contains an active waste pile in which lead wastes have been placed. The Complaint alleges that the facility did not obtain interim status for storage of any waste defined to be hazardous on May 19, 1980, and for which a RCRA permit was required. The respondents failed to file Part A of the RCRA permit application.

On January 20, 1989, a Consent Agreement and Final Order (CAFO) was signed by the Respondents and U.S. EPA. The CAFO seeks to enjoin the respondents from storing, treating or disposing of any hazardous waste in any land disposal unit, except such treatment or disposal shall be in compliance with the standards of RCRA. The CAFO also seeks that the defendants comply with RCRA (including submission of a closure plan covering the waste pile); and address the removal or decontamination of soil which may have been

contaminated by operation of the waste pile at the facility; and pay a penalty of \$56,500 for the cited violations.

Contacts: Walter Francis, REB  
353-4921

Rett Nelson, ORC  
886-7951

NEGOTIATIONS WITH PVS CHEMICALS, INC.  
CONCLUDED

Settlement negotiations were recently concluded with PVS Chemicals, Inc. located in Chicago, Illinois. The company was issued a Complaint on June 30, 1986, for failure to maintain compliance with the regulations of RCRA relating to the treatment, storage, and disposal of hazardous waste.

During negotiations, PVS Chemicals agreed to submit for approval a written demonstration for a ground-water monitoring waiver for their hazardous waste surface impoundment, to the U.S. EPA and the Illinois Environmental Protection Agency (IEPA). PVS Chemicals agreed to pay a penalty of \$9,000 for past violations.

The Regional Administrator signed the Consent Agreement and Final Order on January 11, 1989.

Contact: Jonathan Adenuga  
886-7954

Stuart Hersh  
886-6235

**NL**

CERTIFIED MAIL - RRR

July 13, 1987

Robert Sharp, Esq.  
Air Division Enforcement  
Illinois Environmental Protection Agency  
2200 Churchill Road  
Springfield, ILL 62706

Re: Complaint, Findings of Violations and Compliance Order  
Taracorp Industries, Inc.  
EPA ID #: ILD096731468

Dear Mr. Sharp:

Pursuant to my June 25, 1987 telephone conference call with representatives of Illinois Environmental Protection Agency (IEPA), and the U.S. Environmental Protection Agency (USEPA), Region V, and our subsequent conversations, the following is presented to clarify the status of the large waste pile as sited in the referenced Compliant Order.

The "STATE IMPLEMENTATION PLAN FOR THE STATE OF ILLINOIS - LEAD (Granite City)", September 1983, (SIP) evaluated various sources of lead emissions, and developed alternate strategies to assure that the National Ambient Air Quality Standard (NAAQS) for lead ( $1.5 \text{ ug/M}^3$ ) is achieved. These strategies specify control factors for each of the identified sources of lead emissions. The SIP was predicated upon various data collected between April 1978 and July 1983. The base period, as noted in the SIP, for modeling and strategy analyses was 1981. A review of the data contained in the SIP, indicates that the primary monitoring location for waste pile emissions is located at 15th and Madison. The maximum predicted concentration, under response Strategy 6, to assure compliance with the NAAQS, for this monitoring location is  $1.39 \text{ ug/M}^3$ .

Following the development of the SIP, several consent decrees were entered into with owner/operators of the identified sources of lead emissions. The March 1984, Consent Decree with Taracorp Industries, under Paragraph 4, "Waste Pile Controls", specified:

NL Industries, Inc.  
Environmental Control Department  
P.O. Box 1090, Hightstown, N.J. 08520 Tel. (609) 443- 2405

"Defendent Taracorp, Inc. agrees to perform or to have performed the following waste pile controls: beginning on or before May 1, 1984, spray the slag/waste pile with a stablizing material capable of attaining 75% control of the emissions from the pile; such spraying shall be repeated in accordance with the spray manufacturers instructions and in any event no less often than is required to achieve 75% control of the emissions from the pile. The only vehicles which will be allowed on the pile would be ones involved in the removal of the waste. Taracorp shall use, as a surfactant, either a petroleum resin base or an asphalt emulsions surfactant." (Emphasis added)

The waste pile was then treated with applications of Coherex® during April and August 1984.

Taracorp, NL, and IEPA entered into a settlement agreement, March 1985, which provided for the completion of a Remedial Investigation and Feasibility Study (RI/FS) and appropriate response actions as determine by the RI/FS. In addition, this agreement transferred housekeeping responsibility for the existing waste pile to NL pursuant to Paragraph 7, where it states:

"...the following item shall remain Debtor's (Taracorp) obligations...(ii) on-site surface conditions of a housekeeping nature relating to ongoing operations at the Granite City facility except NL shall retain responsibility for any such on-site matters relating to the existing waste pile..."

The IEPA conducted a RCRA Inspection of the facility on June 13, 1985, and determined, as noted in Mr. Basil G. Constantelos' correspondence to Mr. Tony Lindsey, Vice President, Taracorp Industries, Inc., dated February 23, 1987, under Finding 9a, that there was "failure to manage the large lead waste pile on-site (229,680 pounds) as required by 35 ILL. ADM. CODE 725.351." This section, "Protection From Wind", specifies:

"The owner or operator of a pile containing hazardous waste which could be subject to dispersal by wind must cover or otherwise manage a pile so that wind dispersal is controlled." (Emphasis added)

Assuming that the waste pile is the only source of lead emissions monitored at 15th and Madison, the application of the specified 75% control factor to the base period of 1981 (3.05 ug/M<sup>3</sup> as averaged) indicates compliance at .76 ug/M<sup>3</sup>.\* Since the above noted applications of surfactant to the waste pile, no quarterly average has exceeded this level.

\*This assumption slants the data against NL, since the SIP identifies 22 sources, including three with emissions exceeding those of the waste pile. See Appendix B.

Further it is noted that, the arithmetic average emission level, from all sources, as monitored at 15th and Madison for 1986 is .31 ug/M<sup>3</sup>. This is below the 1985 Representative Background Value of .32 ug/M<sup>3</sup>, as determined by the IEPA.

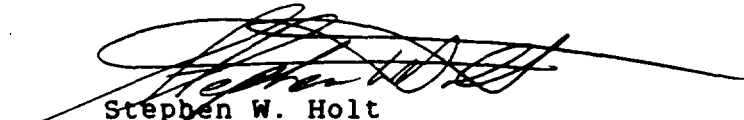
Unless specific information and data is available, as requested in my May 1, 1987 correspondence to Mr. Gary King, which indicates waste pile emissions are in excess of .76 ug/M<sup>3</sup> as determined by quarterly averaging, and computed from the specified base period, the "75% control of the emissions from the pile" requirement of the consent decree has been met and the waste pile is being managed "....so that wind dispersal is controlled..." in accordance with Section 725.351.

In order to facilitate your review of the above, the following referenced document, tables, and appendicies are attached:

- . State Implementation Plan, Table V-1.
- . State Implementation Plan, Appendix B.
- . Ambient Lead Monitoring Data Summary, IEPA.
- . Representative Background Lead Levels, IEPA.
- . Estimated Atmosphere Lead Emissions for the United State, 1981 and the World, 1979 (USEPA, 1984).

If you should have any questions, regarding the above or the attached, please do not hesitate to contact me at (609) 443-2405.

Very truly yours,



Stephen W. Holt  
Senior Environmental Engineer

SWH/bt  
Attachment

cc: Mr. Brad Bradley, USEPA  
Mr. Roger Grimes, USEPA  
Mr. James Rittenhouse, USEPA  
Mr. Harry Chapel, IEPA  
Mr. Dennis Lawler, IEPA  
Mr. Ken Miller, IEPA  
Mr. Terry Sweitzer, IEPA



Table V-1  
Strategy Analysis Results

Number	Receptor Location		Base	Maximum Predicted Lead Concentrations (ug/m3)						
	X	Y		Strategy Number						
				1	2	3	4	5	6	7
1 *	2230	2462	5.36	5.33	3.22	2.79	2.38	.65	.58	.80
2 *	2500	2980	1.05	.95	.64	.58	.50	.28	.26	.28
3	1800	2600	8.04	7.61	4.03	3.31	2.76	.81	.65	.94
4	2400	2200	11.58	11.45	5.73	4.52	3.53	1.08	.95	1.15
5 *	1810	3750	1.09	.90	.62	.57	.49	.28	.26	.25
6	2400	2000	13.62	13.28	7.79	6.43	3.88	1.67	1.43	1.37
7	1800	2200	7.61	7.60	4.82	4.20	1.72	.90	.75	.84
8	2000	2600	6.32	6.09	3.25	2.68	2.20	.68	.57	.80
9 *	2425	2000	13.10	12.70	7.20	5.90	3.72	1.61	1.39	1.33
10	1800	2400	14.97	14.66	6.73	5.07	3.84	1.20	.91	1.36
11	2600	2000	7.95	7.48	4.24	3.54	2.62	1.04	.91	.92
12	2200	2400	7.75	7.74	4.30	3.61	2.92	.81	.73	.91

\*Monitor locations: 1 = Cleveland  
2 = Adams  
5 = Rock Road  
9 = Madison

## Appendix B

The table in this appendix lists the culpability of sources and groups of sources of the base analysis for the "critical" receptor locations. The critical receptors are explained in Chapter V of this report. The contribution of each source to the total concentrations are in columns C1 through C29 and are expressed in units of micrograms per cubic meter. Headings C1-C18 refer to point source numbers 10 through 160. Column C19 includes fugitive sources 500 to 515. The headings C20 to C24 refer to fugitive sources 516 to 520, and C25 to C27 refer to sources 528 to 530. C28 refers to source number 542. C29 refers to source number 250. The sources are described in Chapter IV of the report.

Chapter IV should be consulted in order to determine the exact source contribution for each strategy.

## CONCENTRATIONS

SOURCES C1-C29 IN MICROGRAMS PER C1 METER

9:52 THURSDAY, SEPTEMBER 22, 1983

OPS	NUM	X	Y	C1	C2	C3	C4	C5	C6	C7	C8	C9	C10	C11	C12	C13	C14
1	1	2230	2462	0.000000	0.021824	0.024800	0.000000	0.000000	0	0	0.000992	0.000000	0.000992	0.644400	0.624960	0	0.000992
2	2	2500	2000	0.000992	0.078368	0.064480	0.000000	0.000000	0	0	0.000000	0.000992	0.000000	0.058530	0.069440	0	0.000992
3	3	1800	2600	0.000992	0.319424	0.287600	0.000992	0.000000	0	0	0.000992	0.001984	0.001984	0.658490	0.744992	0	0.007936
4	4	2000	2200	0.000000	0.071424	0.106144	0.000992	0.000992	0	0	0.000000	0.001984	0.002976	0.732100	0.801536	0	0.003968
5	5	1810	3750	0.003968	0.152768	0.117056	0.000000	0.000000	0	0	0.000000	0.000000	0.000000	0.041460	0.042656	0	0.001984
6	6	2400	2000	0.000000	0.195424	0.269824	0.000992	0.000000	0	0	0.000000	0.000992	0.004960	0.360100	0.312480	0	0.006944
7	7	1800	2200	0.000000	0.084928	0.007936	0.000000	0.000000	0	0	0.000000	0.000992	0.004960	0.219230	0.174592	0	0.000000
8	8	2000	2600	0.000992	0.177568	0.145824	0.000992	0.000000	0	0	0.000992	0.000992	0.001984	0.513860	0.591232	0	0.003968
9	9	2025	2000	0.000000	0.247008	0.308512	0.000992	0.000000	0	0	0.000000	0.000992	0.004960	0.368030	0.305536	0	0.007936
10	10	1800	2800	0.000000	0.208352	0.220224	0.000992	0.000000	0	0	0.000000	0.000992	0.004960	1.087230	0.831296	0	0.003968
11	11	2600	2000	0.000992	0.338272	0.310896	0.000992	0.000000	0	0	0.000000	0.000992	0.001984	0.354180	0.339264	0	0.006944
12	12	2200	2400	0.000000	0.007936	0.010912	0.000000	0.000000	0	0	0.000992	0.000000	0.001984	0.720190	0.655712	0	0.000992

OPS	C15	C16	C17	C18	C19	C20	C21	C22	C23	C24	C25	C26	C27	C28	C29
1	0.075192	0.000992	0.027776	0.077376	0.644664	0.002976	1.36003	1.12398	0.005952	0	0.012496	0.001984	0.000000	0.44243	0.000992
2	0.035712	0.000992	0.037696	0.021824	0.05555	0.000992	0.19542	0.14483	0.000992	0	0.000992	0.000000	0.000000	0.08134	0.000000
3	0.273702	0.003968	0.167600	0.168640	0.50294	0.005952	2.27565	1.78163	0.007936	0	0.009920	0.000992	0.000000	0.61206	0.001984
4	0.174592	0.001984	0.088288	0.145824	1.18548	0.004928	3.87678	2.94326	0.011904	0	0.029760	0.005952	0.000000	1.07037	0.002976
5	0.035712	0.001984	0.055552	0.021824	0.04940	0.000000	0.17458	0.12698	0.000992	0	0.000992	0.000000	0.000000	0.09333	0.000000
6	0.224160	0.003968	0.208320	0.263872	1.71517	0.013888	4.35091	2.33021	0.006944	0	0.085112	0.012896	0.001984	2.81133	0.005952
7	0.047456	0.000000	0.005952	0.157728	0.588264	0.006944	1.96118	1.39277	0.005952	0	0.031744	0.000992	0.000000	2.75677	0.006944
8	0.194432	0.001984	0.093248	0.133920	0.45438	0.004960	1.81734	1.42253	0.005952	0	0.004928	0.000992	0.000000	0.52675	0.001984
9	0.249664	0.004960	0.214200	0.244032	1.59216	0.011904	4.16600	2.43635	0.006944	0	0.066464	0.010912	0.000992	2.37882	0.004960
10	0.335296	0.001984	0.095232	0.318448	0.90173	0.012896	5.30422	4.03942	0.016864	0	0.019840	0.001984	0.000000	1.35606	0.003968
11	0.224176	0.003968	0.177568	0.151776	0.87990	0.005952	2.23597	1.50788	0.005952	0	0.020832	0.002976	0.000000	1.01581	0.002976
12	0.053568	0.000000	0.016864	0.071264	1.04358	0.004960	2.20026	1.91357	0.010912	0	0.017856	0.001984	0.000000	0.75198	0.001984

Table Designation	Source Number	Source Name/Description
C1	10	Blast Furnace Stack
C2	20	Blast Furnace Charging
C3	30	Blast Furnace Casting
C4	40	Dross Dept.
C5	50	Pipe & Trap Dept.
C6	60	Brittania Dept.
C7	70	Brittania Dept.
C8	80	Lawrence Shot Dept.
C9	90	Lawrence Shot Dept.
C10	100	Sheet Lead Dept.
C11	110	Mixed Metal "B" Dept.
C12	120	Mixed Metal "B" Dept.
C13	130	Mixed Metal A-I Dept.
C14	135	Mixed Metal A-I Dept. Fugitives
C15	140	Dross Storage
C16	150	Mixed Metal A-II Dept.
C17	155	Mixed Metal A-II Dept. Fugitives
C18	160	Powdered Lead Dept.
C19	500-515	Waste Pile at Taracorp
C20	516	Fugitives at Taracorp including general traffic
C21	517	around plant, front end loader movement, dross
C22	518	storage fugitives, battery saw storage, loss, lead
C23	519	dust and storage bins
C24	520	St. Louis Lead Speed Melt
C25	528	Tri-City Trucking
C26	529	Tri-City Trucking
C27	530	Tri-City Trucking
C28	542	St. Louis Lead Recyclers

Appendix B

# AMBIENT LEAD MONITORING DATA SUMMARY

Quarterly Averages ( $\mu\text{g}/\text{M}^3$ )

(NAAQS  $1.5 \mu\text{g}/\text{M}^3$ )

Yr/Qtr.	15th & Madison	19th & Adams	Roosevelt & Rock Road	1733 Cleveland	2001 E. 20th
1978 - 1	-	-	-	-	-
2	3.1	0.6	0.7	-	-
3	1.7	4.4	1.3	-	-
4	4.4	4.0	1.7	-	-
1979 - 1	2.6	1.0	1.3	-	-
2	3.2	0.9	1.2	-	-
3	2.0	1.1	1.3	-	-
4	3.0	2.6	1.2	-	-
1980 - 1	3.0	0.5	0.6	-	-
2	1.2	0.6	0.5	-	-
3	1.0	0.5	0.7	-	-
4	1.9	0.6	1.4	-	-
1981 - 1	2.1	0.5	0.5	-	-
2	1.0	1.6	0.9	-	-
3	1.8	0.5	1.1	-	-
4	7.3	0.5	0.9	-	-
1982 - 1	1.9	0.8	1.1	-	-
2	1.6	0.9	1.5	-	-
3	1.1	0.5	0.6	-	-
4	0.9	0.6	1.8	1.5	-
1983 - 1	1.1	0.5	0.4	1.0	-
2	0.4	0.3	0.3	0.7	-
3	0.68	0.37	0.36	0.76	-
4	0.75	0.51	0.47	0.62	-
1984 - 1	1.48 *	0.31 *	0.37 *	0.74 *	-
2	0.76 *	0.29	0.30 *	0.74	-
3	0.34 *	0.23 *	0.23	0.40 *	-
4	0.39	0.26	0.30	0.45	-
1985 - 1	0.59	0.13	0.14	0.25	0.23
2	0.42	0.26	0.20	0.44	0.28
3	0.23	0.17	0.21	0.33	0.20
4	0.27	0.18	0.17	0.28	0.20
1986 - 1	0.44	0.15	**	0.42	0.23
2	0.24	0.13	**	0.30	0.15
3	0.24	0.15	**	0.30	0.15
4	0.32	0.20	**	0.24	0.23
1987 - 1			**		
2			**		
3			**		
4			**		
1988 - 1			**		
2			**		
3			**		
4			**		
1989 - 1			**		
2			**		
3			**		
4			**		

\* Revised values, per 4/24/85 IEPA Letter and Data Summary.

\*\* Monitor Site Discontinued.

REPRESENTATIVE BACKGROUND LEAD LEVELS

YEAR	REPRESENTATIVE BACKGROUND VALUE	BASIS
1981	0.28 ug/M <sup>3</sup>	Mathematical average of 1981 data from the four Madison County monitors located outside Granite City (SIP).
1982	-	-
1983	0.40 ug/M <sup>3</sup>	Mathematical average of 1983 data from the one Madison County monitor and one St. Clair monitor located outside Granite City (IEPA Annual Summary).
1984	0.38 ug/M <sup>3</sup>	Mathematical average of 1984 data from the one Madison County monitor and one St. Clair monitor located outside Granite City (IEPA Annual Summary).
1985	0.32 ug/M <sup>3</sup>	Mathematical average of 1985 data from the one Madison County monitor and one St. Clair monitor located outside Granite City (IEPA Annual Summary).

TABLE 1

ESTIMATED ATMOSPHERIC LEAD EMISSIONS FOR THE  
UNITED STATES, 1981, AND THE WORLD, 1979 (U.S. EPA, 1984)

<u>Source Category</u>	<u>Annual (1981) U.S. Emissions (tons/yr)</u>	<u>Percentage of U.S. Total Emissions</u>	<u>Annual (1979) Global Emissions (tons/year)</u>
Gasoline Combustion	61,000	91.4%	273,000
Waste Oil Combustion	830	1.2	8,900
Solid Waste Disposal	319	0.5	
Coal Combustion	950	1.4	14,000
Oil Combustion	226	0.3	6,000
Wood Combustion	--	--	4,500
— Gray Iron Production	295	0.5	50,000
— Iron and Steel Production	533	0.8	
— Secondary Lead Smelting	631	0.9	770
Primary Copper Smelting	30	0.1	27,000
Ore Crushing and Grinding	326	0.5	8,200
Primary Lead Smelting	921	1.4	31,000
Other Metallurgical	54	0.1	
Zn Smelting			16,000
Ni Smelting			2,500
Lead Alkyl Manufacture	245	0.4	
Type Metal	85	0.1	7,400
Portland Cement Production	71	0.1	
Miscellaneous	233	0.3	5,900
Total	66,749 <sup>a</sup>	100%	449,170

<sup>a</sup> Inventory does not include emissions from exhausting workroom air, burning of lead-painted surfaces, welding of lead-painted steel structures, or weathering of painted surfaces.

Source: For U.S. emissions, Battye (1983), for global emissions, Nriagu (1979).

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May 1, 1987

Gary King, Esq.  
Illinois Environmental Protection Agency  
2200 Church Hill Road  
Springfield, IL 62706

Mr. Jim Rittenhouse  
USEPA - Region V  
Waste & Management Division  
230 Dearborn Street  
Chicago, IL 60604

Re: Complaint, Findings of Violation and Compliance Order  
Taracorp Industries, Inc.  
EPA ID #: ILD096731468

Dear Gentlemen:

This correspondence shall serve to confirm numerous telephone conversations, as identified below, concerning finding 9A of the referenced complaint.

The referenced complaint was discussed with the individuals identified below, on the dates indicated:

Date	Name	Company or Agency
March 25, 1987	Mr. George Webb	Taracorp. Industries
March 26, 1987	Mr. Brad Bradley	USEPA Region 5
March 26, 1987	Mr. Jim Rittenhouse	USEPA Region 5
March 26, 1987	Mr. Harry Chapel	Illinois Environmental Protection Agency
March 27, 1987	Mr. Ken Mensing	Illinois Enviornmental Protection Agency
April 7, 1987	Mr. Jim Rittenhouse	USEPA Region 5

A meeting was held with Mr. Mensing and Mr. Miller on April 8, 1987 to review the referenced complaint, and to endeavor to establish appropriate channels of communication and response mechanisms.

NL Industries, Inc.  
Environmental Control Department  
P.O. Box 1090, Hightstown, N.J. 08520 Tel. (609) 443- 2405

Gary King, Esq.  
Mr. Jim Rittenhouse

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May 1, 1987

The following statements are provided to assist in clarifying the present situation:.

- o Presently, NL is conducting a Remedial Investigation and Feasibility Study (RI/FS) under the provisions of the Superfund Amendments and Reauthorization Act of 1986 (SARA) for the NL/Taracorp site. This RI/FS addresses the referenced waste pile, and specifies the analysis of waste pile materials and subsequent development of response alternatives for the pile.
- o As the EPA & IEPA recognize, there may be provisions of SARA and RCRA that conflict. Due to this potential conflict, and recognizing that SARA and RCRA are administered by different offices within the agencies, NL recommends that the agencies each designate their Superfund Project Coordinator as having primary responsibility for making regulatory decisions regarding the waste pile.
- o NL acknowledges responsibility for "On site surface conditions of a housekeeping nature relating to on going operations... relating to the existing waste pile," as specified in the March 4, 1985 agreement between Taracorp, NL, and IEPA. (copy attached)
- o Agency project coordinators for the RI/FS activities are: Mr. Brad Bradley, USEPA Region 5, (312) 886-4742, and Mr. Ken Miller, Illinois Environmental Protection Agency, (217) 782-6761.
- o Primacy for RCRA matters within the State of Illinois rest with the Illinois Environmental Protection Agency, as acknowledged by Mr. Rittenhouse and Mr. Mensing.
- o Illinois EPA High Volume Monitoring results, through the third quarter of 1986, are attached for referenced purposes. A review of this data reveals substantial improvement in air quality.

Further, pursuant to federal and state Freedom of Information statutes, NL hereby requests copies of all agency records, from both the EPA and IEPA, referring to or relating to the following matters:

1. Any air quality monitoring and modeling studies that have been conducted regarding the waste pile as a specific emission source.
2. All supporting data, including air quality monitoring, which supports the requested studies and respective conclusion.
3. Any determination made in reliance on the monitoring and/or model results which established waste pile control levels desired by the agencies.

Gary King, Esq.  
Mr. Jim Rittenhouse

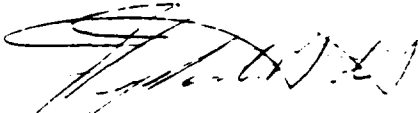
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May 1, 1987

4. Any specified program and/or method established to delineate and monitor waste pile emissions.
5. Any additional data, and information that may assist the Superfund Project Coordinators in addressing the interests of the referenced complaint.

In order to expedite and coordinate responses to the above, a meeting between NL and Agency representatives responsible for both the RCRA and CERCLA issues, from both USEPA and IEPA, may be in order. Please contact me at (609) 443-2405 if you should any comments or questions regarding the above or if such a meeting desired.

Very truly yours,



Stephen W. Holt  
Senior Environmental Engineer

SWH/bt

cc: Mr. Kenneth G. Mensing  
ILEPA  
2009 Mall Street  
Collinsville, IL 62304

cc: Mr. Tony Lindsay  
Vice President  
Taracorp, Inc.  
16th Street  
Granite City, IL 62040

cc: Mr. Brad Bradley  
USEPA Region V

Mr. Ken Miller  
ILEPA

bc: F. R. Baser  
J. D. Smith

# AMBIENT LEAD MONITORING DATA SUMMARY

Quarterly Averages (ug/m<sup>3</sup>)

(NAAQS 1.5 ug/m<sup>3</sup>)

Yr/Qtr.	19th & Madison	19th & Adams	Roosevelt & Rock Road	1735 Cleveland	2001 E. 20th
1978 - 1	-	-	-	-	-
2	3.1	0.6	0.7	-	-
3	1.7	4.4	1.1	-	-
4	4.4	4.0	1.7	-	-
1979 - 1	2.6	1.0	1.3	-	-
2	1.2	0.9	1.2	-	-
3	2.0	1.1	1.3	-	-
4	3.0	2.6	1.2	-	-
1980 - 1	3.0	0.5	0.6	-	-
2	1.2	0.6	0.5	-	-
3	1.0	0.5	0.7	-	-
4	1.9	0.6	1.4	-	-
1981 - 1	2.1	0.5	0.5	-	-
2	1.0	1.6	0.9	-	-
3	1.8	0.5	1.1	-	-
4	7.3	0.5	0.9	-	-
1982 - 1	1.9	0.8	1.1	-	-
2	1.6	0.9	1.5	-	-
3	1.1	0.5	0.6	-	-
4	0.9	0.6	1.8	1.5	-
1983 - 1	1.1	0.5	0.4	1.0	-
2	0.4	0.3	0.3	0.7	-
3	0.63	0.37	0.36	0.76	-
4	0.75	0.51	0.47	0.62	-
1984 - 1	1.48 *	0.31 *	0.37 *	0.74 *	-
2	0.76 *	0.29	0.30 *	0.74	-
3	0.34 *	0.23 *	0.23	0.40 *	-
4	0.39	0.26	0.30	0.45	-
1985 - 1	0.59	0.13	0.14	0.25	0.23
2	0.42	0.26	0.20	0.44	0.28
3	0.23	0.17	0.21	0.33	0.20
4	0.27	0.18	0.17	0.28	0.20
1986 - 1	0.44	0.15	**	0.42	0.23
2	0.24	0.13	**	0.20	0.15
3	0.24	0.15	**	0.30	0.15
4			**		
1987 - 1			**		
2			**		
3			**		
4			**		
1988 - 1			**		
2			**		
3			**		
4			**		
1989 - 1			**		
2			**		
3			**		
4			**		

\* Revised values, per 4/24/85 ILPA Letter and Data Summary.

\*\* Monitor Site Discontinued.

AGREEMENT 3/4/85

The following sets forth the terms and conditions of the Agreement by and among Taracorp, Inc. ("Debtor") and the Illinois Environmental Protection Agency ("IEPA") and NL Industries, Inc. ("NL"). It is agreed that:

(1) The parties hereto are desirous of effecting a means for allocating costs and responsibility with respect to certain environmental claims by IEPA and others against Debtor and NL, all relating to facilities sold by NL to Debtor pursuant to Agreement dated August 22, 1979. NL has agreed with all parties hereto to assume certain responsibilities regarding the investigative and remedial costs relating to these matters and Debtor has agreed to provide consideration to or for the benefit of IEPA and NL in conjunction therewith.

(2) Prior to the Effective Date, as defined in the Debtor's Plan of Reorganization, the Debtor shall set up and adequately capitalize a separate subsidiary corporation ("the New Corporation"), and all assets relating to the Granite City facility shall be spun off into the New Corporation which shall assume exclusive responsibility and be solely liable for all of the Debtor's liability for payment of all investigative and remedial clean-up costs relating to contamination located at, on, or near the Debtor's Granite City, Illinois Facility, and for compliance with all applicable environmental laws, regulations, and existing judicial decrees relating to the Granite City, Illinois Facility.

For purposes of this Agreement, the New Corporation shall be deemed adequately capitalized if it contains: (a) all of the assets relating to the Granite City Facility, and (b) financing, for the benefit of the New

Corporation, with a reputable financial institution in return for a pledge of all inventories and receivables; provided however, financing will be considered satisfactory if such financing is substantially as set forth in Debtor's Plan of Reorganization. Such assets constituting working capital shall not be encumbered at the date of confirmation except by such financing agreements and security interests provided for in this Agreement.

(3) The Debtor's and the New Corporation's obligations to make the payments provided for herein shall be secured by a first-priority security interest in (a) all assets relating to the Granite City Facility, except inventory, accounts receivable, and general intangibles as defined in the existing security agreement of General Electric Credit Corporation dated August 22, 1979, with such security interest to provide for a continuing security interest in all after-acquired assets of the same category, plus the proceeds of the respective assets and except for existing security interests identified on Exhibit "1" attached hereto, and (b) capital stock of the New Corporation.

(4) Except as expressly provided for herein, the liability of the Debtor and the New Corporation for environmental investigative and remedial clean-up costs, including the cost of a remedial investigation and feasibility study ("RI/FS"), arising out of the contamination located at, on, or near the Debtor's Granite City facility, including but not limited to on-site and off-site soil contamination, which contamination originated from the Granite City facility, shall be allocated and limited to the sum of \$500,000.00 for all such costs; except with respect to (a) possible ground water contamination, and (b) costs relating to compliance or cleanup relating to current or future operations of the Granite City facility, which responsibilities and liabilities of Debtor are being assumed by and shall be the sole liability of the New Corporation.

(5) It is acknowledged by all parties hereto that the RI/FS is intended to include a determination of whether ground water contamination related to and arising out of Debtor's Granite City facility exists; if so, whether remediation of such contamination is necessary; and, if so, what kind of remediation is necessary. It is contemplated that the payment of the \$500,000.00 includes the Debtor's and the New Corporation's share of responsibility for the RI/FS contemplated by this Agreement and discussed in Paragraph 3 above. It is further acknowledged by all parties, subject to paragraph 9 herein, that any claim by the IEPA against any party or any other person or entity with respect to liability for remediation of any ground water contamination is not determined in this Agreement, is not discharged by the entry of the order of confirmation of Debtor's Plan of Reorganization, and is not covered within the scope of the covenants not to sue set forth in Paragraphs 13 and 16, provided, however, that any liability of the Debtor for ground water contamination shall be, upon confirmation of Debtor's Plan of Reorganization, assumed by and shall become the exclusive responsibility of the New Corporation.

(6) (a) The liability of the Debtor and the New Corporation shall be satisfied as follows: (i) on the Effective Date of the Debtor's Plan, Debtor shall pay \$150,000.00 in cash into a fund maintained for the purpose of financing the investigative and remedial costs (the "Environmental Fund"); (ii) commencing on the first day of the first month after the Effective Date of the Plan, and continuing until the liability is satisfied, the New Corporation or its successors and assigns shall pay \$7,500.00 per month into the Environmental Fund; and (iii) the fund shall be maintained and disbursed under the direction and control of the IEPA pursuant to Paragraph 6(b) below, or in such manner as the IEPA and NL shall agree in writing.

(b) The Environmental Fund shall be used exclusively for the payment,

pursuant to the procedures set forth below, of the reasonable expenditures paid for the conduct of the RI/FS and the subsequent remedial clean-up of the contamination located at, on or near the Debtor's Granite City Facility, including, but not limited to on-site and off-site contamination, which contamination originated from the Facility. IEPA agrees not to use the Environmental Fund for reimbursement of their administrative expenses in connection with said investigation and clean-up, but reserves its right to seek such reimbursement from NL. In determining expenditures for which NL is entitled to reimbursement, any sums earned or received by NL during or after the course of the clean-up, including but not limited to monies earned from the sale of lead-bearing materials generated by recycling and monies received from other "potentially responsible parties," will be deducted from the gross amount of the sum expended or incurred by NL for which NL seeks reimbursement

from the Environmental Fund. With respect to each particular sale or installment, NL will provide to IEPA documentation of all sums received within thirty (30) days after receipt. The Environmental Fund will be managed and disbursed as follows:

(1) Within twenty (20) days of IEPA's receipt of copies of invoices and supporting documents for expenditures, with appropriate evidence of payment thereof by NL for the investigation and/or clean-up discussed above, IEPA will pay to NL from the Environmental Fund a sum equal to the amount of the invoices, up to the balance of the Environmental Fund, except that if such sum exceeds the balance, IEPA will pay the balance and will pay any sum remaining due to NL without interest from any succeeding payments to the Environmental Fund, if and when received by the Fund.



clean-up, which approval will not unreasonably be withheld, IEPA will pay the balance of the Environmental Fund to NL, provided that NL has made payments in toto equal to or greater than the total principal paid into and interest earned by the Environmental Fund. In the event that NL has incurred costs or expenditures less than the total principal paid into and interest earned by the Environmental Fund, IEPA will pay to NL an amount which, when added to the previous payments from the Environmental Fund to NL, equals NL's total payments. Should the previous payments from the Environmental Fund to NL exceed the payments made by NL, NL will refund the excess to the Environmental Fund. Any balance remaining after such payment will be paid to the State of Illinois Hazardous Waste Fund.

(111) NL agrees to pay to the State of Illinois Hazardous Waste Fund the sum of Sixty Thousand Dollars (\$60,000.00), not as a penalty nor as reimbursement for costs incurred by Illinois, other than costs incurred by Illinois in prosecuting a claim in the Chapter 11 case of Debtor, to be paid as follows: (a) the sum of Thirty Thousand Dollars (\$30,000.00) within thirty (30) days of the Effective Date of the Debtor's Plan and (b) the sum of Thirty Thousand Dollars (\$30,000.00) one (1) year after the Effective Date of the Debtor's Plan.

(7) NL hereby agrees to assume the following obligations and responsibilities relative to environmental problems at the Granite City Facility:

(a) NL shall bear the responsibility for the conduct of the RI/FS and a subsequent remedial clean-up, as determined by the RI/FS process, of the contamination located at, on or near the Granite City Facility, including

on-site and off-site soil contamination, which contamination originated from said Facility, as is more fully described in the Consent Decree, Exhibit "2" attached hereto and incorporated by reference herein.

(b) IEPA and NL acknowledge that they are currently negotiating an Agreement and Administrative Order under § 106 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. §9601 et seq. (hereinafter "CERCLA") with the United States Environmental Protection Agency ("USEPA") that will define precisely the scope and conduct of the RI/FS which NL will perform or cause to have performed. The expectation of the parties hereto is that this Agreement and Administrative Order, should it be executed, will require NL to perform an RI/FS substantially similar to that contained in Exhibit "2". When and if this Agreement and Administrative Order is executed, that Agreement and Administrative Order will supercede Exhibit "2". Further, IEPA, and NL contemplate that the RI/FS will identify possible methods of remediation of the contamination and that the selection of the most appropriate method will be made under the procedures established under CERCLA and related regulations and will be incorporated in a second § 106 Administrative Order or, in the absence of that second § 106 Administrative Order, in a Consent Order in an appropriate court.

(c) Notwithstanding the provisions of subparagraphs (a) and (b) above, the following items shall remain Debtor's obligations or the New Corporation's obligations upon the transfer of the Granite City Facility to the New Corporation:

- (i) Air emissions liabilities, except NL shall retain responsibility for materials on or in surface soils which have derived from emissions from, and will derive from allowable emissions from,

operations of the Granite City Facility and from the waste pile up to the date of the approval by IEPA of the remedial clean-up performed by NL.

(ii) On-site surface conditions of a housekeeping nature relating to ongoing operations at the Granite City Facility except NL shall retain responsibility for any such on-site matters relating to the existing waste pile;

(iii) Conditions caused by subsequent operations of the Granite City Facility after the Effective Date of this Agreement, except as contemplated in Paragraph (7)(c)(i) above.

(iv) Penalties assessed or asserted by any governmental entity relating to future action or inaction by Debtor or the New Corporation, except for failure to carry out responsibilities exclusively assumed by NL.

(d) NL agrees to indemnify the Debtor, New Corporation and their officers, directors, stockholders and employees and hold them harmless against all obligations, responsibilities, liabilities, damages, costs and expenses relating to claims, actions or assessments of any federal governmental entity with respect to alleged environmental hazards located at, on or near the Granite City Facility, with the express exception of those obligations which remain the Debtor's or the New Corporation's under this Agreement. This indemnity is intended to afford Debtor, New Corporation and their officers, directors, stockholders and employees the same relief and no more as would have been afforded by a covenant not to sue executed on behalf of the United States Environmental Protection Agency, and shall cease to be operative if such a covenant is obtained. Nothing herein shall obligate Debtor to obtain such a covenant. With regard to claims against Debtor which are discharged by the confirmation of Debtor's Plan of Reorganization or otherwise, NL shall

have no different or greater liability than Debtor, and NL and Debtor or the New Corporation shall be obliged to cooperate in the defense of such allegedly discharged claim.

(8) With respect to the St. Louis Park Facility in which IEPA has no interest:

(a) The Citizens and Southern National Bank ("C&S") has a security interest in Debtor's St. Louis Park, Minnesota Facility as that term is defined in Debtor's Plan of Reorganization, and the Minnesota Pollution Control Agency ("MPCA") has filed a claim in the Chapter 11 proceedings asserting a claim of approximately \$4 Million for environmental damage. Debtor believes that the MPCA considers it has a lien on such Facility. Debtor contemplates that upon the Effective Date of its Plan of Reorganization C&S will have cancelled or conveyed its security interest in the St. Louis Park Facility to Debtor and that the MPCA's claim will have been withdrawn or dismissed.

(b) Subject to effective cancellation or conveyance to Debtor of the security interest of C&S in the St. Louis Park Facility, and the withdrawal or final dismissal of the MPCA claim, Debtor will, on the Effective Date of the Plan of Reorganization, transfer to NL by deed pursuant to Order of the Bankruptcy Court all of Debtor's assets at the St. Louis Park Facility, said transfer being limited to the form of ownership interest received by Debtor from NL on August 22, 1979, free and clear of liens and claims of creditors of Debtor, except for tax liens and/or claims for taxes and/or assessments by any governmental taxing authority relating to said facility, and subject to such other easements and

(MDN) 83-23-187-16 1  
NO. 3 PAGE 2

restrictions of record which may have occurred since August 22, 1979. NL agrees to bear sole responsibility for any such liens, claims or assessments so long as said assets are conveyed to NL by Debtor not later than May 1, 1985. If conveyance is effected after May 1, 1985, then responsibility for the period subsequent to January 1, 1985, shall be prorated between the Debtor and NL.

NL acknowledges that such Facility has been listed on the National Priorities List (the "Superfund" or "NPL") and that such listing may not have been removed as of the Effective Date of Debtor's Plan of Reorganization.

- (c) Upon conveyance of the assets described in Paragraph 8(a) and 8(b) above, NL shall bear the responsibility for all investigative and remedial clean-up costs associated with said Facility and shall indemnify Debtor for all obligations, responsibilities and liabilities, costs and expenses asserted against it related to environmental hazards associated with said Facility, excluding, however, any costs and expenses relating to (i) damages claimed or incurred by private parties arising out of air emissions which may have occurred as a result of Debtor's operation of such Facility after August 22, 1979, (ii) actions arising from activities of Debtor at said Facility which activities were unrelated to the regular conduct of the business at the St. Louis Park Facility. With regard to claims against Debtor which are discharged by the confirmation of Debtor's Plan of Reorganization or otherwise, NL shall have no different or greater liability than Debtor, and NL and Debtor or the New Corporation shall be obliged to cooperate in the defense of such allegedly discharged claim.

this Agreement shall not constitute evidence of a waiver or an intent to waive any claim or defense, with respect to any liability of any party or any other person or entity with respect to ground water contamination at the Granite City Facility except:

(a) The RI/FS will include a determination of whether ground water contamination relating to and arising out of the Granite City Facility exists and, if so, whether remediation or further study of such contamination is necessary and, if so, what kind of remediation or further study is necessary to correct such contamination; and whether remediation required pursuant to Paragraph 7(a) would also constitute appropriate remediation of any ground water contamination. Debtor's and the New Corporation's obligation, collectively, to contribute in the aggregate \$500,000 to the Environmental Fund described in Paragraph (6) includes their share of responsibility for the RI/FS.

(b) Any work performed by NL with respect to any other contamination which may be intended or construed to ameliorate any ground water contamination shall be the sole and exclusive responsibility of NL.

(c) NL agrees it will not take any action to exacerbate any ground water contamination problem which is determined to exist. As between the Debtor and NL, NL shall be responsible for exacerbation of ground water contamination attributable to NL's action with respect to the waste pile.

(d) Notwithstanding the foregoing, or the provisions of the agreement between NL and the Debtor dated August 22, 1979, NL and the Debtor expressly agree that to the extent NL may have a claim against Debtor for indemnification by Debtor for any claims that have been or may be asserted against NL for ground water contamination resulting from the existence of the waste pile, such claim for indemnification shall be brought against only the New Corporation.

(10) Debtor agrees that it will cause the New Corporation, in good faith, to accommodate efforts undertaken or contracted by NL to recycle wastes associated with the waste pile at the Granite City Facility and shall utilize in its normal business operations, where commercially feasible, products reclaimed from the pile. It is understood and agreed that the price at which the New Corporation shall purchase the reclaimed materials usable in its operations shall be such as to enable the New Corporation to maintain no more than and no less than its normal trading margins. It is further understood the New Corporation will not be required to incur capital expenditures to utilize such materials.

(11) It is understood by the parties that no agreement has been reached with respect to liability or responsibility for actual or potential environmental problems at the McCook Facility, as that term is defined in Debtor's Plan of Reorganization; and nothing contained herein shall be deemed to constitute evidence of a waiver of a claim or defense or establish the liability of either party for any environmental problem at the McCook Facility.





(13) In Debtor's payment and performance of its obligations provided herein, which payment and performance is contemplated to be fulfilled on or before the Effective Date of the Debtor's Plan, the IEPA will provide to Debtor a covenant not to sue with regard to environmental contamination arising out of and relating to the Debtor's Granite City Facility, and provided that Debtor shall not cause or permit any further material environmental violations at, on, or near the Debtor's Granite City Facility between the date of this Agreement and the Effective Date of the completion of payment and performance of Debtor's obligations provided herein, whichever is later.

(14) It is acknowledged and agreed that this Agreement sets forth the total liability of the Debtor and the New Corporation for the investigative and remedial obligations provided for herein, except (a) with respect to possible ground water contamination and (b) for compliance with all applicable environmental laws, regulations, and existing judicial decrees relating to current and future operations at the Granite City Facility, which after the effective date shall be the liability of the New Corporation and not of Debtor.

(15) With regard to the Granite City, Illinois Facility, upon confirmation of the Debtor's Plan, an appropriate Consent Order incorporating the terms of this Agreement shall be entered with respect to the Debtor, the New Corporation formed, NL and the IEPA in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division, which Consent Order shall provide that the Debtor, the New Corporation, and NL consent to the jurisdiction, venue and enforcement of the Consent Order and this Agreement in the United States District Court for the Southern District of Illinois, and that they will not object to or contest such jurisdiction or venue nor assert that said Consent Order or Agreement must be enforced in the Bankruptcy Court

and for the transfer of venue for further proceedings under this Agreement to the United States District Court for the Southern District of Illinois. The parties hereto further agree to execute such ancillary documents, including a complaint and consent order for the United States District Court for the Southern District of Illinois, as may be necessary to effectuate the intent and spirit of this Agreement and this Paragraph (15). A copy of the above-referenced Consent Order is attached hereto as Exhibit "3."

Notwithstanding the foregoing, IEPA and NL agree that (a) if a CERCLA § 106 Administrative Order relating to NL's performance of the RI/FS is entered, any dispute between IEPA and NL arising with respect to the RI/FS will be resolved under that Administrative Order and not under the aforementioned consent order and (b) if a subsequent CERCLA § 106 Administrative Order, or other appropriate order, relating to NL's performance of the clean-up set out in Paragraph 7 is entered, any dispute between IEPA and NL with respect to that clean-up will be resolved under that subsequent Administrative Order and not under the aforementioned consent order.

(16) The Agreement of the IEPA with the Debtor or New Corporation shall not release or otherwise condition its rights against NL, except to the extent performance of the Agreement generates funds for the Environmental Fund, or other potentially responsible persons, including but not limited to the officers, agents, directors, or shareholders of the Debtor. Notwithstanding the foregoing, nothing in this Agreement shall be construed to mean that any officer, agent, director or shareholder of Debtor has any responsibility for any matters which are the subject matter of this Agreement. The IEPA covenants not to sue any present or former officer, agent, director or shareholder of Debtor with respect to any matters covered

FROM NL INDUSTRIES by the provisions of this Agreement and the terms of this Agreement are complied with, which compliance shall be determined in the sole reasonable discretion of the IEPA.

(17) The proposal does not apply, and is not intended to apply to or resolve, in whole or in part, any remedial clean-up costs relating to the current and future operations of the Debtor or the New Corporation at its Granite City, Illinois facility except as specified in Paragraph (7)(c)(i). It is the specific intention of the parties that all other environmental problems and compliances relating to or arising out of or in connection with Debtor's or the New Corporation's current or future operating facilities at Granite City shall be dealt with on their own merits, without prejudice by this Agreement, including, but not limited to, existing or pending permits and operations.

(18) If an order confirming the Debtor's Plan of Reorganization does not become final by the earlier of ninety (90) days from the date of the entry of such order or July 1, 1985, then the IEPA, or NL, at their sole option, may terminate and withdraw their acceptance of this Agreement and of the Debtor's Plan upon written notice to Debtor and the other parties hereto of the exercise of such option and thereafter may exercise any and all rights which they may have.

(19) The terms and conditions of this agreement shall be binding upon each of the respective parties, their successors and assigns and shall inure to the benefit of the parties, their successors or assigns.

(20) To the extent this Agreement is deemed inconsistent with any prior agreements and understandings as between NL and Debtor, whether oral or in writing, the provisions of this Agreement shall govern.

shall dismiss, as against Debtor, its administrative claim and its general unsecured claim, provided however, NL shall not dismiss the general unsecured claim in the amount of \$8,883.42 filed by NL Screw Division, which claim shall be allowed and receive distribution as a general unsecured claim. Likewise, upon the Effective Date of the Debtor's Plan of Reorganization, the Debtor shall dismiss its counterclaim asserted against NL.

(22) NL covenants and agrees herein that it will perform all of its obligations under any Administrative Order, Consent Decree or Agreement it may enter into with IEPA and to the extent NL does not fulfill its obligations thereunder which result in damage or liability of any kind or nature to Debtor or the New Corporation, then NL agrees they shall have such rights as either would have as if it or they were a party to such Administrative Order, Consent Decree or Agreement.

(23) The Debtor and NL also agree that they have no present claims against any officer, employee, director or shareholder of each other with respect to environmental conditions at the Granite City Facility and St. Louis Park Facility.

(24) Notice required to be given pursuant to this Agreement shall be effective if given in writing and sent first class certified mail, return receipt requested, to respective parties addressed as follows:

Illinois Attorney General  
Environmental Division  
Deputy Chief  
Attorney General  
500 South Second St.  
Springfield, IL 62706

Taracorp, Inc.  
1401 Paces Ferry Rd., N.W.  
Atlanta, Georgia 30327

Illinois Environmental Protection Agency  
Manager, Land Pollution Control Division  
2200 Churchill Road  
Springfield, Illinois 62706

NL Industries, Inc.  
1230 Avenue of the Americas  
New York, New York 10020  
Attention: Corporate Secretary

This 4<sup>th</sup> day of March, 1985.

WITNESS:

[Signature]  
As to Taracorp, Inc.

TARACORP, INC.

By [Signature] EVK

ILLINOIS ENVIRONMENTAL  
PROTECTION AGENCY

By [Signature]

Robert C. Shupe  
As to Illinois Environmental  
Protection Agency

ILLINOIS ATTORNEY GENERAL

By X Neil F. Hart  
RVS

NL INDUSTRIES, INC.

By [Signature]  
Secretary

William R. Brown  
As to NL Industries, Inc.

JP:ct:433E,sp1-17

EPA ID NUMBER (cont. from page 1)										FOR OFFICIAL USE C									
1-0-0-6-3-1-7-2-4-2										W DUP									
1-0-0-6-3-1-7-2-4-2										2 DUP									
IV. DESCRIPTION OF HAZARDOUS WASTES (continued)																			
LINE NO.	A. EPA HAZARD. WASTE NO. (center code)	B. ESTIMATED ANNUAL QUANTITY OF WASTE	C. UNIT OF MEASURE (center code)	D. PROCESSES															
				1. PROCESS CODES (center)								2. PROCESS DESCRIPTION (if a process is not entered in D:1)							
1	D 0 0 8	7920	T	S 0 3															
2	D 0 0 8	229,680	P	S 0 3															
3	D 0 0 8	16,500	T	T 0 4															
4	D 0 0 8	14,040	T	T 0 4															
5	D 0 0 8	14,400	T	T 0 4															
6	K 0 6 9	6,355	T	T 0 4															
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26																			

11D096731468

EPA I.D. NO. (enter from page 1)

11D096731468

## FACILITY DRAWING

Existing facilities must include in the space provided on page 5 a scale drawing of the facility (see instructions for more detail).

## I. PHOTOGRAPHS

Existing facilities must include photographs (aerial or ground-level) that clearly delineate all existing structures, existing storage, treatment and disposal areas, and sites of future storage, treatment or disposal areas (see instructions for more detail).

## II. FACILITY GEOGRAPHIC LOCATION

LATITUDE (degrees, minutes, &amp; seconds)

LONGITUDE (degrees, minutes, &amp; seconds)

90 8 37

38 42 5

## III. FACILITY OWNER

☒ A. If the facility owner is also the facility operator as listed in Section VIII on Form 1, "General Information", place an "X" in the box to the left and skip to Section IX below.

B. If the facility owner is not the facility operator as listed in Section VIII on Form 1, complete the following items:

1. NAME OF FACILITY'S LEGAL OWNER

2. PHONE NO. (area code &amp; no.)

3. STREET OR P.O. BOX

4. CITY OR TOWN

5. ST

6. ZIP CODE

## A. OWNER CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

NAME (print or type)

Richard C. Egan

B. SIGNATURE

Richard C. Egan

C. DATE SIGNED

11/18/80

## B. OPERATOR CERTIFICATION

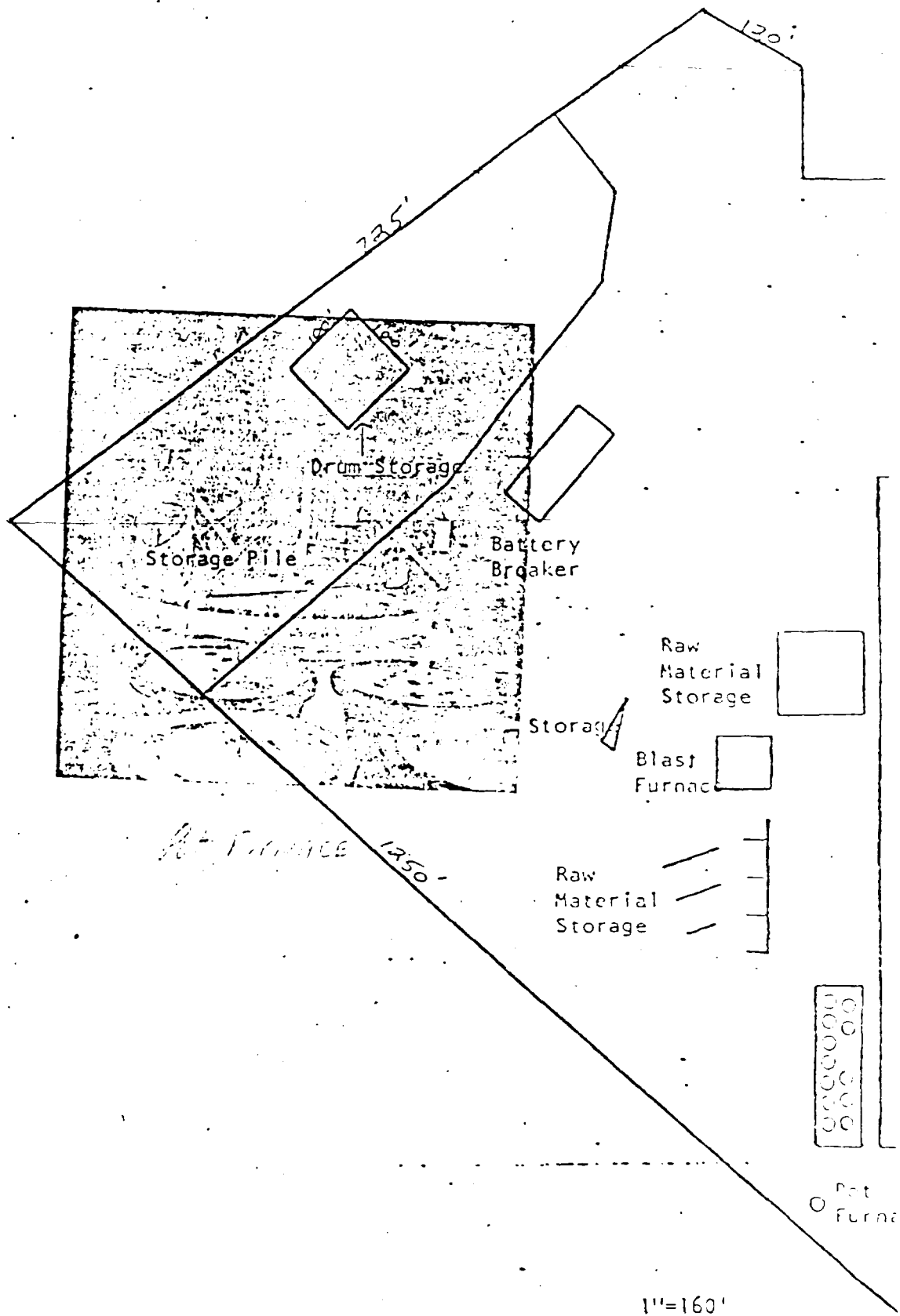
I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

NAME (print or type)

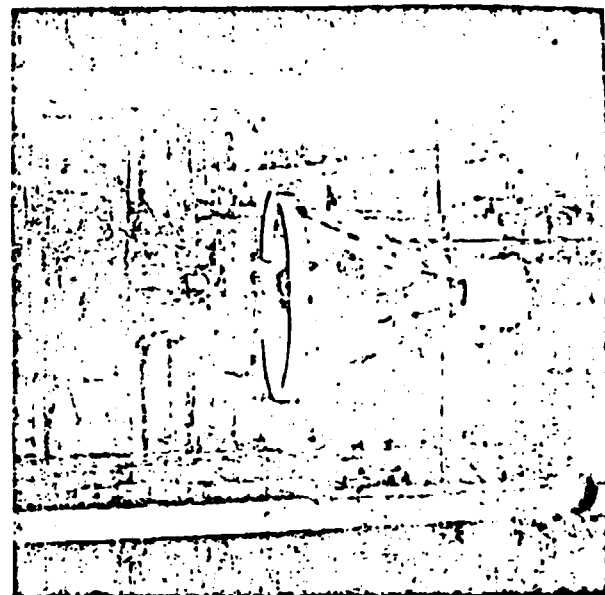
B. SIGNATURE

C. DATE SIGNED

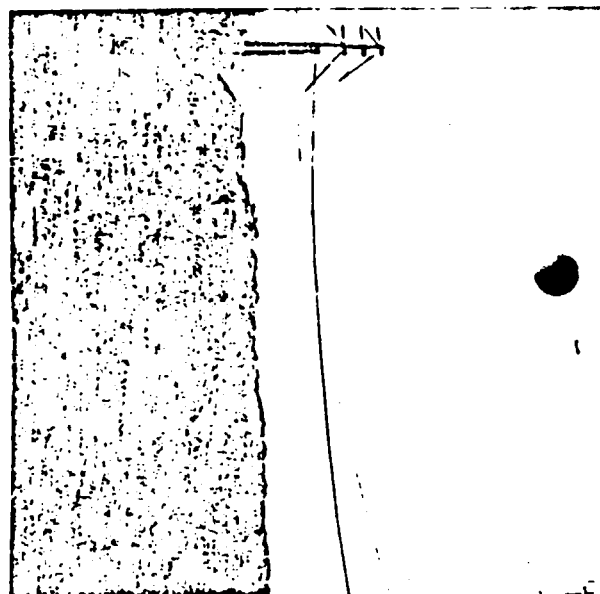
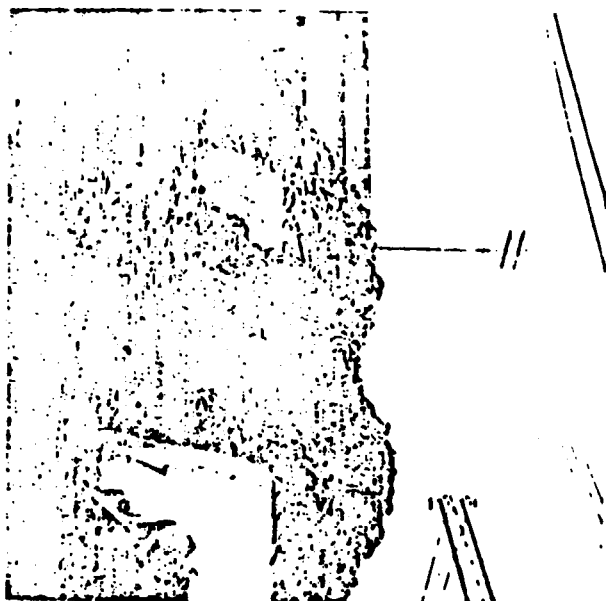
62/1



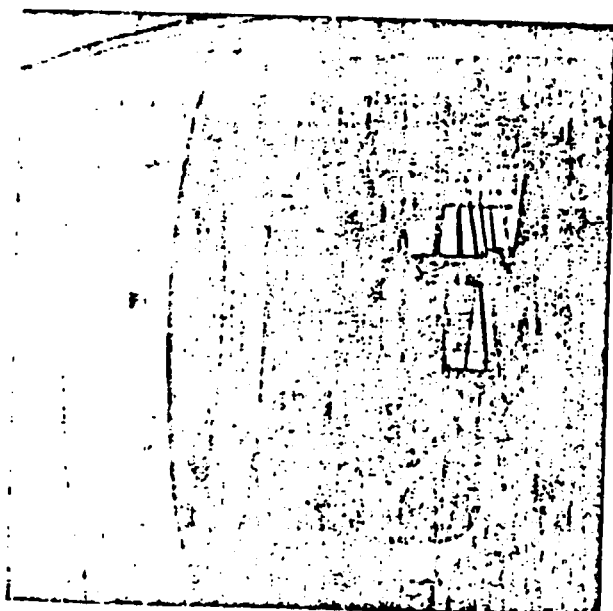


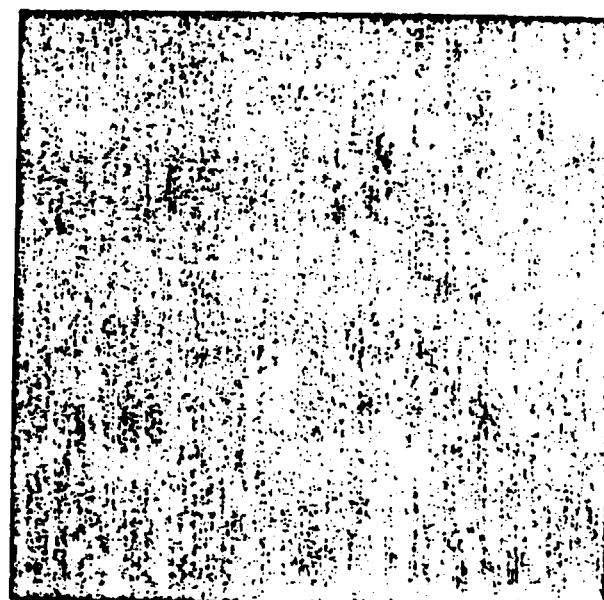
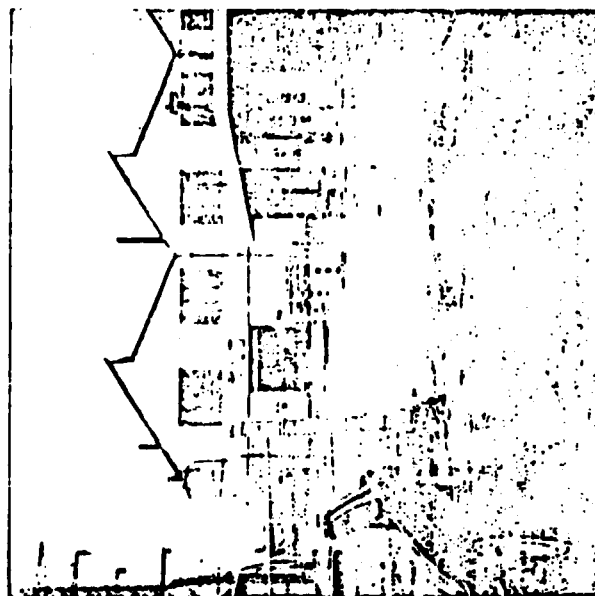


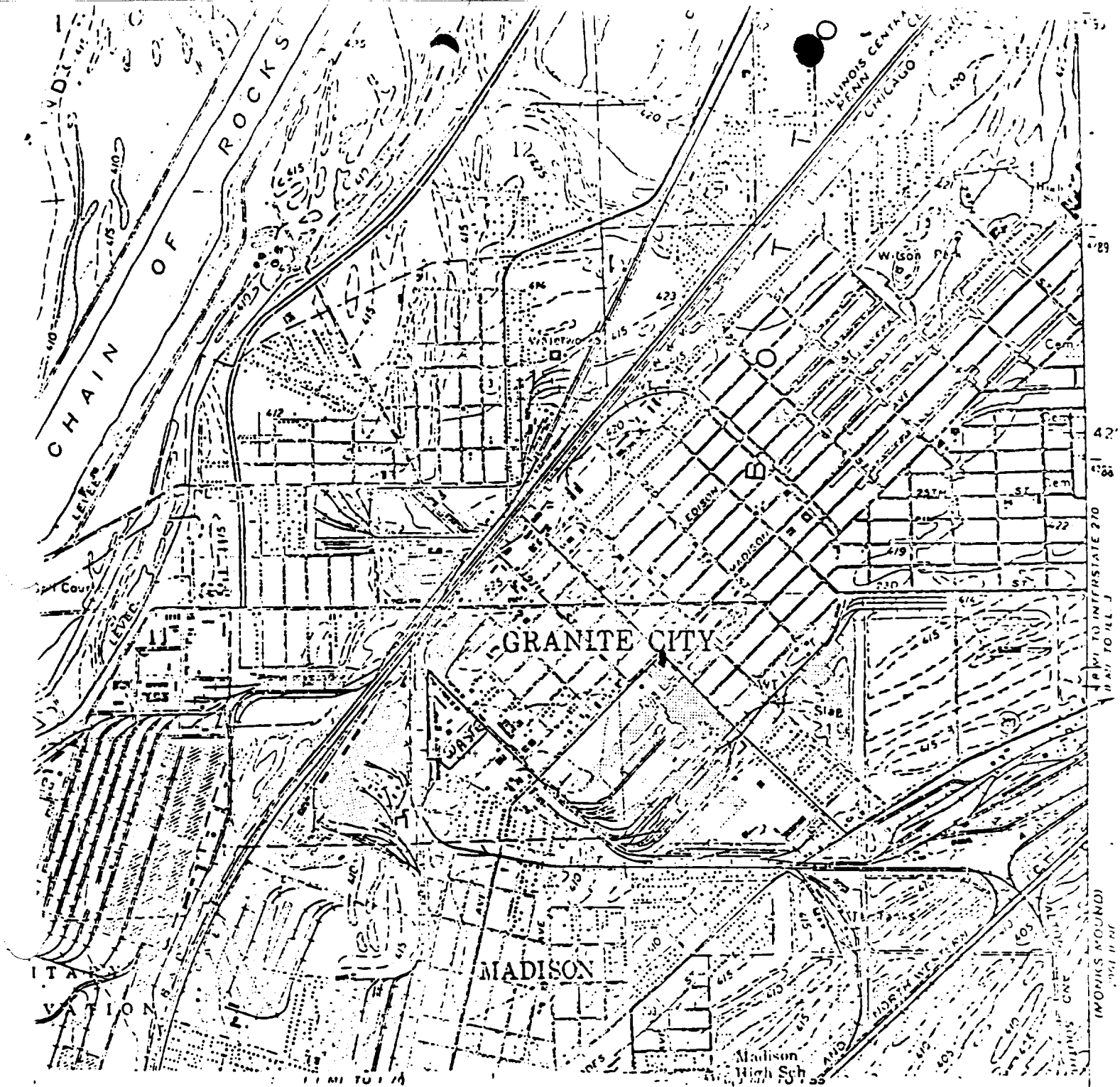
PHOTOGRAPH



PHOTOGRAPH







1°45' 31" N  
 31 MILES

1910 AND 1974 MAGNETIC NORTH  
 LOCATION AT CENTER OF SHEET

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS  
 FOR SALE BY U.S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225, OR RESTON, VIRGINIA 22092  
 STATE GEOLOGICAL SURVEY, URBANA, ILLINOIS 61801,  
 AND BY THE DIVISION OF RESEARCH AND TECHNICAL INFORMATION  
 MISSOURI DEPARTMENT OF NATURAL RESOURCES, ROLLA, MISSOURI 65401  
 A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST



RECEIVED

WASTE MANAGEMENT BRANCH  
EPA, REGION V.

January 31, 1984.

U. S. Environmental Protection Agency,  
Region V,  
RCRA Activities,  
230 South Dearborn Street,  
Chicago, Ill. 60604.

Subject: Part A Revision  
Taracorp Industries  
Granite City, Illinois Plant  
EPA ID No. ILD 096 731 468 G, TSD, PA

Dear Sir(s):

Enclosed is a Revised Part A Application to include the existence of  
a storage tank at the site containing hazardous wastes.

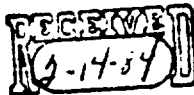
If there are any questions, please feel free to call me at (618)451-4453.

Very truly yours,

George E. Webb, Jr.  
Director, Environmental Control & Safety.

GEW/rc

Encl.



US EPA has not  
responded to this  
letter.  
meat  
3/29/84

Hoyt  
PLANT

RCRA  
3



U.S. ENVIRONMENTAL PROTECTION AGENCY  
**HAZARDOUS WASTE PERMIT APPLICATION**  
Consolidated Permits Program

(This information is required under Section 3005 of RCRA.)

EPA I.D. NUMBER

FILED 096731468

**FOR OFFICIAL USE ONLY**

APPLICATION APPROVED DATE RECEIVED (yr., mo., & day)

COMMENTS

**II. FIRST OR REVISED APPLICATION**

Place an "X" in the appropriate box in A or B below (mark one box only) to indicate whether this is the first application you are submitting for your facility or revised application. If this is your first application and you already know your facility's EPA I.D. Number, or if this is a revised application, enter your facility's EPA I.D. Number in Item I above.

**A. FIRST APPLICATION** (place an "X" below and provide the appropriate date)

☐ 1. EXISTING FACILITY (See instructions for definition of "existing" facility. Complete item below.)

☐ 2. NEW FACILITY (Complete item below.)

YR. MO. DAY  
8 7 7

FOR EXISTING FACILITIES, PROVIDE THE DATE (yr., mo., & day) OPERATION BEGAN OR THE DATE CONSTRUCTION COMMENCED (use the boxes to the left)

YR. MO. DAY  
7 7 7

FOR NEW FACILITY, PROVIDE THE DATE (yr., mo., & day) OPERATION BEGAN OR IS EXPECTED TO BEGIN

**B. REVISED APPLICATION** (place an "X" below and complete item I above)

☒ 1. FACILITY HAS INTERIM STATUS

☐ 2. FACILITY HAS A RCRA PERMIT

**III. PROCESSES - CODES AND DESIGN CAPACITIES**

1. **PROCESS CODE** - Enter the code from the list of process codes below that best describes each process to be used at the facility. Ten lines are provided for entering codes. If more lines are needed, enter the code(s) in the space provided. If a process will be used that is not included on the list of codes below, describe the process (including its design capacity) in the space provided on the form (Item III-C).

2. **PROCESS DESIGN CAPACITY** - For each code entered in column A enter the capacity of the process.

1. **AMOUNT** - Enter the amount.

2. **UNIT OF MEASURE** - For each amount entered in column B(1), enter the code from the list of unit measure codes below that describes the unit of measure used. Only the units of measure that are listed below should be used.

PROCESS	PRO- CESS CODE	APPROPRIATE UNITS OF MEASURE FOR PROCESS DESIGN CAPACITY	PROCESS	PRO- CESS CODE	APPROPRIATE UNITS OF MEASURE FOR PROCESS DESIGN CAPACITY
<b>Storage:</b>			<b>Treatment:</b>		
CONTAINER (barrel, drum, etc.)	S01	GALLONS OR LITERS	TANK	T01	GALLONS PER DAY OR LITERS PER DAY
TANK	S02	GALLONS OR LITERS	SURFACE IMPOUNDMENT	T02	GALLONS PER DAY OR LITERS PER DAY
WASTE FILE	S03	CUBIC YARDS OR CUBIC METERS	INCINERATOR	T03	OTHER (Use for physical, chemical, thermal, or biological treatment processes not occurring in tanks, surface impoundments or incinerators. Describe the processes in the space provided; Item III-C.)
SURFACE IMPOUNDMENT	S04	GALLONS OR LITERS			
<b>Disposal:</b>					
INJECTION WELL	D70	GALLONS OR LITERS			
LANDFILL	D80	ACRE-Feet (the volume that would cover one acre to a depth of one foot) OR HECTARE-METER			
LAND APPLICATION	D81	ACRES OR HECTARES			
OCEAN DISPOSAL	D82	GALLONS PER DAY OR LITERS PER DAY			
SURFACE IMPOUNDMENT	D83	GALLONS OR LITERS			
<b>UNIT OF MEASURE</b>	<b>UNIT OF MEASURE CODE</b>	<b>UNIT OF MEASURE</b>	<b>UNIT OF MEASURE CODE</b>	<b>UNIT OF MEASURE</b>	<b>UNIT OF MEASURE CODE</b>
GALLONS	G	LITERS PER DAY	V	ACRE-Feet	
LITERS	L	TONS PER HOUR	D	HECTARE-METER	
CUBIC YARDS	Y	METRIC TONS PER HOUR	W	ACRES	
CUBIC METERS	C	GALLONS PER HOUR	E	HECTARES	
GALLONS PER DAY	U	LITERS PER HOUR	H		

**EXAMPLE FOR COMPLETING ITEM III (shown in line numbers X-1 and X-2 below):** A facility has two storage tanks, one tank can hold 200 gallons and other can hold 400 gallons. The facility also has an incinerator that can burn up to 20 gallons per hour.

DUP									
1 2 3 4 5 6 7 8 9 10									
LINE NUMBER	A. PROCESS CODE (from list above)	B. PROCESS DESIGN CAPACITY		FOR OFFICIAL USE ONLY	LINE NUMBER	A. PROCESS CODE (from list above)	B. PROCESS DESIGN CAPACITY		OF
		1. AMOUNT (specify)	2. UNIT OF MEASURE (enter code)				1. AMOUNT	2. UNIT OF MEASURE (enter code)	
X-1	S 0 2	600	G		5				
X-2	T 0 3	20	E		6				
1	S 0 2	6380	G		7				
2					8				
3					9				
4					10				

Continued from page 2.

NOTE: Photocopy this page before completing if you have more than 26 wastes to list.

Form Approved OMB No. 15B-S80004

EPA I.D. NUMBER (enter from page 1)													FOR OFFICIAL USE ONLY														
<div style="display: flex; justify-content: space-between;"> <span>W 1 L D 0 9 6 7 3 1 4 6 8</span> <span>V/A C 1</span> </div>													<div style="display: flex; justify-content: space-between;"> <span>W 1</span> <span>DUP</span> <span>V/A C 2</span> <span>DUP</span> </div>														
IV. DESCRIPTION OF HAZARDOUS WASTES (continued)																											
LINE NO.	A. EPA HAZARD. WASTE NO. (enter code)	B. ESTIMATED ANNUAL QUANTITY OF WASTE	C. UNIT OF MEASURE (enter code)	1. PROCESS CODES (enter)								2. PROCESS DESCRIPTION (if a code is not entered in D(1))															
				27 - 28	29 - 30	31 - 32	33 - 34	35 - 36	37 - 38	39 - 40	41 - 42																
1	0 0 0 8	4600	P	S	0	2																					
2	0 0 0 2																										Included with above
3																											
4																											
5																											
6																											
7																											
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T04-Line 5 represents the blast furnace process where by-products, lead scraps, flue dust and other lead bearing materials are recycled and the lead reclaimed. Materials used in this process are not stored for more than 90 days, but are delivered, temporarily stored and charged to the furnace.

T04-Line 6 represents some lead scrap material delivered which are melted in pot furnaces (kettles) for reclaiming lead. By-products of this process are transferred to the furnace mentioned above.

### DESCRIPTION OF HAZARDOUS WASTES

**EPA HAZARDOUS WASTE NUMBER** — Enter the four-digit number from 40 CFR, Subpart D for each listed hazardous waste you will handle. If you handle hazardous wastes which are not listed in 40 CFR, Subpart D, enter the four-digit number(s) from 40 CFR, Subpart C that describes the characteristics and/or the toxic contaminants of those hazardous wastes.

**ESTIMATED ANNUAL QUANTITY** — For each listed waste entered in column A estimate the quantity of that waste that will be handled on an annual basis. For each characteristic or toxic contaminant entered in column A estimate the total annual quantity of all the non-listed waste(s) that will be handled which possess that characteristic or contaminant.

**UNIT OF MEASURE** — For each quantity entered in column B enter the unit of measure code. Units of measure which must be used and the appropriate codes are:

**ENGLISH UNIT OF MEASURE** **CODE**  
POUNDS.....P  
TONS.....T

**METRIC UNIT OF MEASURE** **CODE**  
KILOGRAMS.....K  
METRIC TONS.....M

If facility records use any other unit of measure for quantity, the units of measure must be converted into one of the required units of measure taking into account the appropriate density or specific gravity of the waste.

### PROCESSES

#### 1. PROCESS CODES:

**For listed hazardous waste:** For each listed hazardous waste entered in column A select the code(s) from the list of process codes contained in Item III to indicate how the waste will be stored, treated, and/or disposed of at the facility.

**For non-listed hazardous wastes:** For each characteristic or toxic contaminant entered in column A, select the code(s) from the list of process codes contained in Item III to indicate all the processes that will be used to store, treat, and/or dispose of all the non-listed hazardous wastes that possess that characteristic or toxic contaminant.

**Note:** Four spaces are provided for entering process codes. If more are needed: (1) Enter the first three as described above; (2) Enter "000" in the extreme right box of Item IV-D(1); and (3) Enter in the space provided on page 4, the line number and the additional code(s).

**2. PROCESS DESCRIPTION:** If a code is not listed for a process that will be used, describe the process in the space provided on the form.

**STEP: HAZARDOUS WASTES DESCRIBED BY MORE THAN ONE EPA HAZARDOUS WASTE NUMBER** — Hazardous wastes that can be described by more than one EPA Hazardous Waste Number shall be described on the form as follows:

- Select one of the EPA Hazardous Waste Numbers and enter it in column A. On the same line complete columns B, C, and D by estimating the total annual quantity of the waste and describing all the processes to be used to treat, store, and/or dispose of the waste.
- In column A of the next line enter the other EPA Hazardous Waste Number that can be used to describe the waste. In column D(2) on that line enter "included with above" and make no other entries on that line.
- Repeat step 2 for each other EPA Hazardous Waste Number that can be used to describe the hazardous waste.

**SAMPLE FOR COMPLETING ITEM IV (shown in line numbers X-1, X-2, X-3, and X-4 below)** — A facility will treat and dispose of an estimated 900 pounds per year of chrome shavings from leather tanning and finishing operation. In addition, the facility will treat and dispose of three non-listed wastes. Two wastes are corrosive only and there will be an estimated 300 pounds per year of each waste. The other waste is corrosive and ignitable and there will be an estimated 100 pounds per year of that waste. Treatment will be in an incinerator and disposal will be in a landfill.

LINE NO.	A. EPA HAZARDOUS WASTE NO. (enter code)	B. ESTIMATED ANNUAL QUANTITY OF WASTE	C. UNIT OF MEASURE (enter code)	D. PROCESSES	
				1. PROCESS CODES (enter)	2. PROCESS DESCRIPTION (if a code is not entered in D(1))
X-1	K 0 5 4	900	P	T 0 S D S 0	
X-2	D 0 0 2	300	P	T 0 S D S 0	
X-3	D 0 0 1	100	P	T 0 S D S 0	
X-4	D 0 0 2				included with above

## II. FIRST OR REVISED APPLICATION

Place an "X" in the appropriate box in A or B below (mark one box only) to indicate whether this is the first application you are submitting for your facility or a revised application. If this is your first application and you already know your facility's EPA I.D. Number, or if this is a revised application, enter your facility's EPA I.D. Number in Item I above.

A. FIRST APPLICATION (place an "X" below and provide the appropriate date)

☒ 1. EXISTING FACILITY (See instructions for definition of "existing" facility. Complete item below.)

☐ 2. NEW FACILITY (Complete item below.)

yr. mo. day

8 28 6 30

OPERATION BEGAN OR THE DATE CONSTRUCTION COMMENCED (use the boxes to the left)

yr. mo. day

FOR NEW FACILITIES PROVIDE THE DATE (yr., mo., & day) OPERATION BEGAN OR IS EXPECTED TO BEGIN

B. REVISED APPLICATION (place an "X" below and complete Item I above)

☐ 1. FACILITY HAS INTERIM STATUS

☐ 2. FACILITY HAS A RCRA PERMIT

## III. PROCESSES – CODES AND DESIGN CAPACITIES

A. PROCESS CODE – Enter the code from the list of process codes below that best describes each process to be used at the facility. Ten lines are provided for entering codes. If more lines are needed, enter the code(s) in the space provided. If a process will be used that is not included in the list of codes below, then describe the process (including its design capacity) in the space provided on the form (Item III-C).

B. PROCESS DESIGN CAPACITY – For each code entered in column A enter the capacity of the process.

- AMOUNT – Enter the amount.
- UNIT OF MEASURE – For each amount entered in column B(1), enter the code from the list of unit measure codes below that describes the unit of measure used. Only the units of measure that are listed below should be used.

PROCESS	PROCESS CODE	APPROPRIATE UNITS OF MEASURE FOR PROCESS DESIGN CAPACITY	PROCESS	PROCESS CODE	APPROPRIATE UNITS OF MEASURE FOR PROCESS DESIGN CAPACITY
Storage:			Treatment:		
CONTAINER (barrel, drum, etc.)	S01	GALLONS OR LITERS	TANK	T01	GALLONS PER DAY OR LITERS PER DAY
TANK	S02	GALLONS OR LITERS	SURFACE IMPOUNDMENT	T02	GALLONS PER DAY OR LITERS PER DAY
WASTE PILE	S03	CUBIC YARDS OR CUBIC METERS	INCINERATOR	T03	TONS PER HOUR OR METRIC TONS PER HOUR; GALLONS PER HOUR OR LITERS PER HOUR
SURFACE IMPOUNDMENT	S04	GALLONS OR LITERS	OTHER (Use for physical, chemical, thermal or biological treatment processes not occurring in tanks, surface impoundments or incinerators. Describe the processes in the space provided: Item III-C.)	T04	GALLONS PER DAY OR LITERS PER DAY
Disposal:					
INJECTION WELL	D79	GALLONS OR LITERS			
LANDFILL	D80	ACRE-FEET (the volume that would cover one acre to a depth of one foot) OR HECTARE-METER			
LAND APPLICATION	D81	ACRES OR HECTARES			
OCEAN DISPOSAL	D82	GALLONS PER DAY OR LITERS PER DAY			
SURFACE IMPOUNDMENT	D83	GALLONS OR LITERS			
UNIT OF MEASURE	UNIT OF MEASURE CODE	UNIT OF MEASURE	UNIT OF MEASURE	UNIT OF MEASURE CODE	UNIT OF MEASURE CODE
GALLONS	G	LITERS PER DAY	V	ACRE-FEET	A
LITERS	L	TONS PER HOUR	D	HECTARE-METER	F
CUBIC YARDS	Y	METRIC TONS PER HOUR	W	ACRES	B
CUBIC METERS	C	GALLONS PER HOUR	E	HECTARES	Q
GALLONS PER DAY	U	LITERS PER HOUR	H		

EXAMPLE FOR COMPLETING ITEM III (shown in line numbers X-1 and X-2 below): A facility has two storage tanks, one tank can hold 200 gallons and the other can hold 400 gallons. The facility also has an incinerator that can burn up to 20 gallons per hour.

DUP

1

LINE NUMBER	A. PROCESS CODE (from list above)	B. PROCESS DESIGN CAPACITY	FOR OFFICIAL USE ONLY	LINE NUMBER	A. PROCESS CODE (from list above)	B. PROCESS DESIGN CAPACITY	FOR OFFICIAL USE ONLY
		1. AMOUNT (specify)	2. UNIT OF MEASURE (enter code)			1. AMOUNT	2. UNIT OF MEASURE (enter code)
X-1	S 0 2	600	G	5	T 0 4	7	D
X-2	T 0 3	20	E	6	T 0 4	38	D
1	S 0 3	147,000	Y	7			
2	S 0 1	61,100	G	8			
3	S 0 3	89	Y	9			
4	S 0 3	24,333	Y	10			



A. FIRST 3 3 4 1 (specify) Secondary Smelting of Non-ferrous Metals		B. SECOND 7 (specify)	
C. THIRD (specify)		D. FOURTH 7 (specify)	

III. OPERATOR INFORMATION	
A. NAME TARACORP INC	B. Is the name listed in Item VIII-A also the owner? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

C. STATUS OF OPERATOR (Enter the appropriate letter into the answer box; if "Other", specify.)		D. PHONE (area code & no.)	
F = FEDERAL S = STATE P = PRIVATE	M = PUBLIC (other than federal or state) O = OTHER (specify) P (specify)	A	4 0 4 2 3 3 1 9 7 1

E. STREET OR P.O. BOX 4 0 1 WEST PACES FERRY RD D 2 1 1	
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F. CITY OR TOWN A T L A N T A	G. STATE G A	H. ZIP CODE 3 0 3 2 7	IX. INDIAN LAND Is the facility located on Indian lands? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
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X. EXISTING ENVIRONMENTAL PERMITS	
A. NPDES (Discharges to Surface Water) N	D. PSD (Air Emissions from Proposed Sources) 9 P
B. UIC (Underground Injection of Fluids) U	E. OTHER (specify) (specify)
C. RCRA (Hazardous Wastes) R	E. OTHER (specify) (specify)

XI. MAP
Attach to this application a topographic map of the area extending to at least one mile beyond property boundaries. The map must show the outline of the facility, the location of each of its existing and proposed intake and discharge structures, each of its hazardous waste treatment, storage, or disposal facilities, and each well where it injects fluids underground. Include all springs, rivers and other surface water bodies in the map area. See instructions for precise requirements.

XII. NATURE OF BUSINESS (provide a brief description)
This facility recycles lead bearing scrap materials to produce metallic lead ingots and to fabricate lead pipe, solder and sheet.

XIII. CERTIFICATION (see instructions)	
I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.	

A. NAME & OFFICIAL TITLE (type or print) Richard C. Egan, Vice President-General Manager.	B. SIGNATURE <i>Richard C. Egan</i>	C. DATE SIGNED 11/18/80
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COMMENTS FOR OFFICIAL USE ONLY

FORM 1 GENERAL		U.S. ENVIRONMENTAL PROTECTION AGENCY <b>GENERAL INFORMATION</b> Consolidated Permits Program (Read the "General Instructions" before starting.)		EPA I.D. NUMBER <b>E-11-D-006317-1</b>
<b>CATEGORIES</b> I. EPA I.D. NUMBER III. FACILITY NAME V. FACILITY MAILING ADDRESS VI. FACILITY LOCATION		<b>PLEASE PLACE LABEL IN THIS SPACE</b> <div style="font-size: 2em; font-family: cursive;">CK # 15DC967346</div>		<b>GENERAL INSTRUCTIONS</b> If a preprinted label has been provided, affix it in the designated space. Review the information carefully; if any of it is incorrect, cross through it and enter the correct data in the appropriate fill-in area below. Also, if any of the preprinted data is absent (the area to the left of the label space lists the information that should appear), please provide it in the proper fill-in area(s) below. If the label is complete and correct, you need not complete items I, III, V, and VI (except VI-B which must be completed regardless). Complete all items if no label has been provided. Refer to the instructions for detailed item descriptions and for the legal authorizations under which this data is collected.
<b>II. POLLUTANT CHARACTERISTICS</b> <b>INSTRUCTIONS:</b> Complete A through J to determine whether you need to submit any permit application forms to the EPA. If you answer "yes" to any questions, you must submit this form and the supplemental form listed in the parenthesis following the question. Mark "X" in the box in the third column if the supplemental form is attached. If you answer "no" to each question, you need not submit any of these forms. You may answer "no" if your activity is excluded from permit requirements; see Section C of the instructions. See also, Section D of the instructions for definitions of bold-faced terms.				
SPECIFIC QUESTIONS		MARK "X" YES NO FORM ATTACHED		SPECIFIC QUESTIONS
A. Is this facility a publicly owned treatment works which results in a discharge to waters of the U.S.? (FORM 2A)		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> FORM ATTACHED		B. Does or will this facility (either existing or proposed) include a concentrated animal feeding operation or aquatic animal production facility which results in a discharge to waters of the U.S.? (FORM 2B)
C. Is this a facility which currently results in discharges to waters of the U.S. other than those described in A or B above? (FORM 2C)		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> FORM ATTACHED		D. Is this a proposed facility (other than those described in A or B above) which will result in a discharge to waters of the U.S.? (FORM 2D)
E. Does or will this facility treat, store, or dispose of hazardous wastes? (FORM 3)		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> FORM ATTACHED		F. Do you or will you inject at this facility industrial or municipal effluent below the lowermost stratum containing, within one quarter mile of the well bore, underground sources of drinking water? (FORM 4)
G. Do you or will you inject at this facility any produced water or other fluids which are brought to the surface in connection with conventional oil or natural gas production, inject fluids used for enhanced recovery of oil or natural gas, or inject fluids for storage of liquid hydrocarbons? (FORM 4)		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> FORM ATTACHED		H. Do you or will you inject at this facility fluids for special processes such as mining of sulfur by the Frasch process, solution mining of minerals, in situ combustion of fossil fuel, or recovery of geothermal energy? (FORM 4)
I. Is this facility a proposed stationary source which is one of the 28 industrial categories listed in the instructions and which will potentially emit 100 tons per year of any air pollutant regulated under the Clean Air Act and may affect or be located in an attainment area? (FORM 5)		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> FORM ATTACHED		J. Is this facility a proposed stationary source which is NOT one of the 28 industrial categories listed in the instructions and which will potentially emit 250 tons per year of any air pollutant regulated under the Clean Air Act and may affect or be located in an attainment area? (FORM 5)
<b>III. NAME OF FACILITY</b> 1 <input type="checkbox"/> SKIP <b>T A R A C O R P I N D U S T R I E S G R A N I T E C I T Y P L A N T</b>				
<b>IV. FACILITY CONTACT</b> A. NAME & TITLE (last, first, & title) 2 <b>W E N T Z J O H N M G R E N V C O N T R O L</b> B. PHONE (area code & no.) <b>6 1 8 4 5 1 4 4 8 3</b>				
<b>V. FACILITY MAILING ADDRESS</b> A. STREET OR P.O. BOX 3 <b>1 6 t h &amp; C L E V E L A N D B L V D</b> B. CITY OR TOWN 4 <b>G R A N I T E C I T Y</b> C. STATE <b>I L</b> D. ZIP CODE <b>6 2 0 4 0</b>				
<b>VI. FACILITY LOCATION</b> A. STREET, ROUTE NO. OR OTHER SPECIFIC IDENTIFIER 5 <b>1 6 t h &amp; C L E V E L A N D B L V D</b> B. COUNTY NAME <b>M A D I S O N</b> C. CITY OR TOWN <b>G R A N I T E I L L I N O I S</b> D. STATE <b>I L</b> E. ZIP CODE <b>6 2 0 4 0</b> F. COUNTY CODE <b>11450401</b>				

## FACILITY NAME

TAPACORP INDUSTRIES GRANITE CITY PLANT

EPA ID NUMBER

[REDACTED]

## FACILITY OPERATOR

TAPACORP INC

## FACILITY OWNER

TAPACORP INC

## FACILITY LOCATION

16TH & CLEVELAND BLVD  
GRANITE

IL 62040

## PROCESS CODE

## DESIGN CAPACITY

## UNIT OF MEASURE

S01

61100.00000

G

S03

171422.00000

Y

## \*\*\*\*\*KEY\*\*\*\*\*

PROCESS	PROCESS CODE	APPROPRIATE UNITS OF MEASURE	UNIT OF MEASURE	CODE
STORAGE:				
CUSTOMER	S01	G OR L	GALLONS	G
TANK	S02	G OR L	LITERS	L
WASTE PILE	S03	Y OR C	CUBIC YARDS	Y
SURFACE IMPOUNDMENT	S04	G OR L	CUBIC METERS	C
DISPOSAL:			GALLONS PER DAY	U
INJECTION WELL	D79	G, L, U, OR V	LITERS PER DAY	V
LANDFILL	D80	A OR F	TONS PER HOUR	D
LAND APPLICATION	D81	B OR G	METRIC TONS/HOUR	W
OCEAN DISPOSAL	D82	U OR V	GALLONS/HOUR	E
SURFACE IMPOUNDMENT	D83	G OR L	LITERS/HOUR	H
TREATMENT:			ACRE-FEET	A
TANK	T01	U OR V	HECTARE-METER	F
SURFACE IMPOUNDMENT	T02	U OR V	ACRES	R
INCINERATOR	T03	D, W, E, OR H	HECTARES	Q
OTHER	T04	J, F, N, S, U, V	POUNDS/HOUR	J
			KILOGRAMS/HOUR	R
			TONS PER DAY	N
			METRIC TONS/DAY	S



ACKNOWLEDGEMENT OF NOTIFICATION  
OF HAZARDOUS WASTE ACTIVITY  
(VERIFICATION)

This is to acknowledge that you have filed a Notification of Hazardous Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA; on all applications for a Federal Hazardous Waste Permit; and other hazardous waste management reports and documents required under Subtitle C of RCRA.

EPA I.D. NUMBER

ILD096731468

REACKNOWLEDGEMENT

TARACORP IND GRANITE CITY PLANT  
16TH & CLEVELAND  
GRANITE CITY

IL 62040

INSTALLATION ADDRESS

16TH & CLEVELAND  
GRANITE CITY

IL 62040